



237776
2010-338C

July 12, 2012

Public Service Commission of South Carolina
Docketing Department
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

RE: First Amendment to the Wireless Traffic Exchange Agreement Negotiated by TDS
Telecommunications Corporation and Allied Wireless Communications Corporation

Dear Sirs:

Enclosed for filing with the Commission please find one (1) paper copy and one (1) electronic copy of the negotiated Wireless Traffic Exchange Agreement between TDS Telecommunications Corporation on behalf of Norway Telephone Company and Williston Telephone Company, and Allied Wireless Communications Corporation. TDS Telecommunications and Allied Wireless respectfully request that the Commission approve this agreement pursuant to 47 USC 252 (e).

Copies have also been provided to the Office of Regulatory Staff.

Sincerely,

A handwritten signature in cursive script that reads "Jeni White".

Jeni White
Carrier Relations

Enclosures –

pc: Office of Regulatory Staff (w/enclosures)
Allied Wireless (w/o enclosures)

10025 INVESTMENT DRIVE
P.O. BOX 22995
KNOXVILLE, TN 37932-3374
OFFICE: 865.966.4700

First Amendment to Wireless Traffic Exchange Agreement

The Wireless Interconnection Agreement, effective the 20th day of April 2010, between the TDS Telecommunications Corporation affiliates or subsidiaries identified on Appendix A of the named Agreement (TDS TELECOM), and Allied Wireless Communications Corporation a Delaware corporation (AWCC) and its affiliates and subsidiaries is hereby amended as follows:

WHEREAS on November 18, 2011, the Federal Communications Corporation ("FCC") released a Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, which included enacting new rules for Intercarrier Compensation for Wireless Traffic ("*USF/ICC Transformation Order*¹"). A subsequent Order on Reconsideration was released December 23, 2011 modifying the *USF/ICC Transformation Order*.

WHEREAS the rules outlined in the *USF/ICC Transformation Order* constitute a change of law.

WHEREAS, 47 C.F.R. § 20.11 and § 51.700 - § 51.715 have been amended to provide that intercarrier compensation for non-access traffic exchanged between LECs and CMRS providers pursuant to an interconnection agreement with a change-of-law provision in effect as of the adoption date of the referenced Order will be subject to a default bill-and-keep methodology for traffic exchanged on and after July 1, 2012.

WHEREAS, FCC 11-161 Paragraphs 998 and 999 establishes an interim default rule for allocating responsibility for transport costs between a CMRS provider and rate-of-return rural LECs.

NOW THEREFORE, in consideration of the Order and change of law provision in our existing agreement, the Parties agree to amend the Agreement as follows:

SECTION I, DEFINITIONS, Paragraph No. 7 "Intermediary Traffic" shall be replaced with "Intermediary Traffic" is traffic that is delivered from a third-party Local Exchange Carrier or other telecommunications carrier such as a CMRS provider, through the network of either Party as an intermediate carrier to an end user of the other Party.

SECTION III, INTERCONNECTION, Indirect Interconnection, Paragraph No. 3 shall be replaced with: For traffic exchanged indirectly through a 3rd party tandem switch, the Point of Interconnection ("POI") shall be defined as the existing meet-point between TDS TELECOM and the third party tandem operator. Either Party shall be allowed to

¹See *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) (*USF/ICC Transformation Order*).

establish a different point of interconnection for the calls which that Party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other Party.

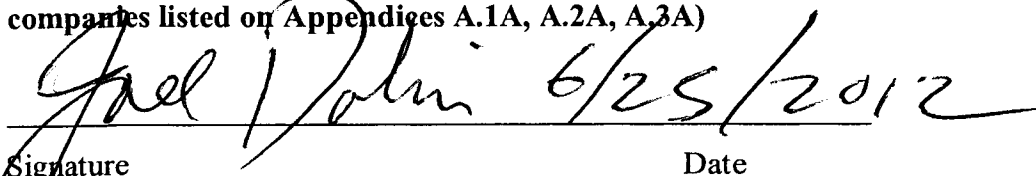
SECTION IV, BILLING, the following sentence shall be added to the end of Paragraph 1: In the event that "Intermediary Traffic" which is subject to tariffed access charges under the FCC's Inter-carrier compensation rules is routed over interconnection service facilities covered under this Agreement for any reason, each Party agrees that it will pay the applicable access compensation to the terminating Party for any and all such traffic it sends as an intermediate carrier.

Appendices A.1, A.2 and A.3 , Reciprocal Compensation Rates and Billing Procedures shall be replaced in its entirety as attached hereto as Appendix A..1A, A.2A and A.3A and made a part of this Amendment.

The remaining terms and conditions of the Agreement shall remain in effect. This amendment shall be effective as of July 1, 2012.

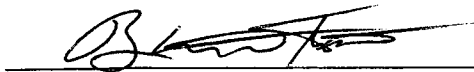
IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

By: TDS Telecommunications Corporation (not individually but as agent for the companies listed on Appendices A.1A, A.2A, A.3A)


Signature Date

Printed Name and Title: Joel Dohmeier, Director Regulatory Revenue, Strategy & Compliance

By: Allied Wireless Communications Corporation


Signature Date

Printed name and Title:

Brian Foster, Director of Switching and Telco Engineering

Signature Page to First Amendment between TDS Telecommunications Corporation (GA, OH, SC Cos.) and Allied Wireless Communications Corporation effective the 1st day of July, 2012

Appendix A.1A
State of Georgia

Reciprocal Compensation Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for the transport and termination of Local Traffic terminated to their respective customers at the rates set forth below:

Reciprocal Compensation Rates

Transport and Termination	<u>\$/MOU</u>
Quincy Telephone Company	*Bill and Keep
Camden Telephone and Telegraph, Inc.	*Bill and Keep
<u>InterMTA Percentage</u>	0%
<u>Intermediary Rate:</u>	\$.0025

*Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as a representative statement of traffic exchanged between the Parties. Either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) months' bills where actual billing data was available.

Appendix A.2A
State of Ohio

Reciprocal Compensation Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for the transport and termination of Local Traffic terminated to their respective customers at the rates set forth below:

Reciprocal Compensation Rates

Transport and Termination	<u>\$/MOU</u>
Arcadia Telephone Company	*Bill and Keep
Continental Telephone Company	*Bill and Keep
The Vanlue Telephone Company	*Bill and Keep
<u>InterMTA Percentage</u>	0%

*Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as a representative statement of traffic exchanged between the Parties. Either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) months' bills where actual billing data was available.

Appendix A.3A
State of South Carolina

Reciprocal Compensation Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for the transport and termination of Local Traffic terminated to their respective customers at the rates set forth below:

Reciprocal Compensation Rates

Transport and Termination

\$/MOU

Norway Telephone Company

*Bill and Keep

Williston Telephone Company

*Bill and Keep

InterMTA Percentage

0%

*Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as a representative statement of traffic exchanged between the Parties. Either Party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) months' bills where actual billing data was available.